

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Great Western Industries, Inc.		03/24/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	1525 West W.T. Harris Boulevard
Internal Address:	NC0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2727009	GEMKOTE
Registration Number:	2798970	GEMKOTE
Registration Number:	2806271	GW
Registration Number:	3381212	HOLLOEMBOSS
Registration Number:	3354259	TEXTUREKOTE
Serial Number:	78803077	HOLLO-EMBOSS

CORRESPONDENCE DATA

Fax Number: (704)350-7800

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704-350-7729

Email: bsmith@winston.com

Correspondent Name: James W. Ewing

Address Line 1: c/o Winston & Strawn, 100 N. Tryon St.

Address Line 2: Suite 3300

Address Line 4: Charlotte, NORTH CAROLINA 28202

TRADEMARK

900103333

REEL: 003752 FRAME: 0962

CH \$165.00 2727009

ATTORNEY DOCKET NUMBER:	080393.07011
NAME OF SUBMITTER:	James W. Ewing
Signature:	/James W. Ewing/
Date:	04/04/2008
<p>Total Attachments: 6</p> <p>source=IP-JHH(First Lien)CL_5655_00000228#page1.tif</p> <p>source=IP-JHH(First Lien)CL_5655_00000228#page2.tif</p> <p>source=IP-JHH(First Lien)CL_5655_00000228#page3.tif</p> <p>source=IP-JHH(First Lien)CL_5655_00000228#page4.tif</p> <p>source=IP-JHH(First Lien)CL_5655_00000228#page5.tif</p> <p>source=IP-JHH(First Lien)CL_5655_00000228#page6.tif</p>	

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated March 24, 2008, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of Wachovia Bank, National Association (“*Wachovia*”), as collateral agent (together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, John Henry Holdings, Inc., a Delaware corporation, has entered into a First Lien Senior Secured Credit Agreement dated as of December 31, 2004 (as amended by Amendment No. 1 to First Lien Senior Secured Credit Agreement dated July 29, 2005, and as amended and restated by the Amended and Restated First Lien Senior Secured Credit Agreement dated April 7, 2006, and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Credit Agreement*”), with Wachovia Bank, National Association, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain First Lien Security Agreement dated December 31, 2004 (as reaffirmed by the Reaffirmation Agreement dated April 7, 2006, and as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Security Agreement*”) and that certain Security Agreement Supplement dated March 24, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Supplement*”).

WHEREAS, pursuant to the Supplement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral set forth on Schedule VI to the Supplement and has agreed as a condition of the Security Agreement to execute this IP Security Agreement Supplement for recording such security interest with the U.S. Patent and Trademark Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely

during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all revisions or renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

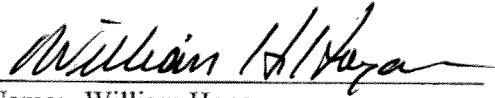
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[Signature Page Follows]

Very truly yours,

GREAT WESTERN INDUSTRIES, INC.

By 

Name: William Hogan

Title: Chief Financial Officer

Address for notices:

13465 Jupiter Road

Dallas, TX 75238

Attention: Brian W. Mason (fax: 214-343-7685)

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SCHEDULE A

U.S. Patents:

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Method and apparatus for authenticating unique items	6,591,252	07/08/03
Slip cover with spine chamber	D 553,999	10/30/07

U.S. Pending Patent Applications:

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
Recyclable package	11/135,684	05/24/05
Coated rigid plastic packaging materials with holographic image applied at press speed	11/443,334	05/30/06
Display package with extending trays	11/465,286	08/17/06
Display package with plastic sleeve and interlocking insert tray	11/457,550	07/14/06
Packages for CDs and DVDs	Not available	09/21/07
Packages for CDs and DVDs	60/974,341	09/21/07
Card security package with dual use and activation modes	61/020,380	01/20/08

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SCHEDULE B

U.S. Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GEMKOTE	2,727,009	06/17/03
GEMKOTE	2,798,970	12/23/03
GWI	2,806,271	01/20/04
HOLO-EMBOSS	3,381,212	02/12/08
TEXTUREKOTE	3,354,259	12/11/07

U.S. Pending Trademark Applications:

<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>
HOLO-EMBOSS	78/803,077**	01/31/06

**Intent to Use application